



**State of Rhode Island  
Department of Administration / Division of Purchases  
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Tel: (401) 574-8100 Fax: (401) 574-8387**

**Solicitation Information  
April 2, 2013**

<b>ADDENDUM # 2</b>
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**RFP #7461293**

**Title: The Health and Human Services Affordable Care Act (ACA) Assistance CR**

**Bid Opening Date & Time: Establishment of the Initial Continuous Recruitment list due  
Thursday, April 9, 2013 @ 10:00 AM (EST)/Continuous recruitment through June 30, 2015 @  
10:00 AM (EST)**

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**Notice to Vendors:**

ATTACHED ARE VENDOR QUESTIONS WITH STATE RESPONSES.

NO FURTHER QUESTIONS WILL BE ANSWERED.

**David J. Francis  
Interdepartmental Project Manager**

*Interested parties should monitor this website, on a regular basis, for any additional information that may be posted.*

**Vendor Questions with State Responses for RFP # 7461293 CR 99- The Health and Human Services Affordable Care Act (ACA) Assistance CR**

Question 1: Can the same reference and contact information be used for multiple categories? Can RI confirm they will only contact each reference once for all categories to reduce the burden on our clients? (Section V, # 7.)

Answer to question 1: Yes. The State will only contact each reference once if provided for multiple categories.

Question 2: Is there a mechanism for qualified vendors to change (increase or decrease) the rates for a particularly labor category in future years? Or, can the response to this solicitation include separate rates for each labor category for each year in the stated period of performance?

Answer to question 2: Please see page 8 of the Continuous Recruitment document for a description of how “full” and “new” recruitments will be conducted.

Question 3: Allowing offerors to propose additional labor categories may result in a proposal with lower rates and therefore an overall lower cost to Rhode Island during project performance. May offerors submit propose labor categories in addition to those included in Appendix B?

Answer to question 3: No. Please follow the categories requested. The State may choose to add additional categories in future recruitments.

Question 4: Will the State preclude organizations from becoming a qualified vendor, based on a perceived conflict of interest or other reason, if that organization currently has a contract or contracts with the Federal Government to perform work for programs funded under the Affordable Care Act?

Answer to question 4: The State will consider proposals from organizations that currently have a contract or contracts with the federal government. The State reserves the right to consider any conflict of interest in the evaluation of proposals.

Question 5: The last bullet under section II, on page 6, states that vendors should be aware of the State’s Minority Business Enterprise (MBE) requirements. Does this requirement mean that each future project under this continuous recruitment must meet the 10% goal, or only that the entire continuous recruitment must have 10% of work allocated to MBEs? Do subcontractors count towards this requirement?

Answer to question 5: All procurements are required to have MBE Utilization at a minimum level of 10%. Each individual procurement or contract (purchase order) therefore carries this requirement. Each individual contract or release against the purchase order is therefore

reviewed in order to determine if there was / is an opportunity for the utilization of MBEs as subcontractors and whether or not the prime / direct vendor awarded each contract or purchase order (release) sought out MBE Subcontractors to perform related services needed.

Note: We would anticipate that at minimum the overall MPA / continuous recruitment etc., either through direct awards or through secondary subcontracts, attain 10% MBE Utilization over time

Question 6: If vendors provide rates for three professionals that would work on an issue area, how will the rates be scored? Will you take the average score across the three professional's rates? Or would you use a different method?

Answer to question 6: Vendors should provide a single rate for each position indicated in Appendix B for each domain for which the vendor is proposing to participate. Rates are not based on an individual, but based on the specific role (e.g. Senior Business Analyst – all individuals contracted with from a vendor for a Senior Business Analyst will have the same hourly rate).

Question 7: Does the State currently engage an actuary to perform actuarial analysis to support commercial and public health insurance programs. If yes, how many years has the incumbent actuary provided such services? Does the work of the incumbent include the services requested in this RFP?

Answer to question 7: Many agencies currently engage and/or have historically engaged actuaries for services as well as special projects. All qualified vendors, both with prior state experience as well as new to working with the state, are encouraged to submit proposals for this continuous recruitment. As described in the Continuous Recruitment Request, the State will identify needs and solicit bids from vendors qualified through this Continuous Recruitment for future work across all categories, including actuarial work.

Question 8: Does the State currently engage any incumbents to perform the non-actuarial services requested in RFP? If possible, please identify the services for which the State currently engages incumbents and state the number of years each such incumbent has been engaged by the State to provide such services.

Answer to question 8: Many agencies currently engage and/or have historically engaged vendors for non-actuarial services. All qualified vendors, both with prior state experience as well as new to working with the state, are encouraged to submit proposals for this continuous recruitment. As described in the Continuous Recruitment Request, the State will identify needs and solicit bids from vendors qualified through this Continuous Recruitment for future work across all categories.

Question 9: The scope of work for “Policy Analysis” indicates that it includes analyses to support commercial health insurance programs. Other than programs related to the Exchange, what types of commercial health insurance programs would be included in the scope of work?

Answer to question 9: Examples of policy analysis related to commercial health insurance programs outside the Exchange include – but are not limited to – policies designed and implemented by the Office of the Health Insurance Commissioner which regulates commercial health plans, as well as the policy analysis related to payment or delivery system reform.

Question 10: Are the State’s MBE requirements mandatory with respect to the services requested in the Solicitation?

Answer to question 10: All procurements are required to have MBE Utilization at a minimum level of 10%. Each individual procurement or contract (purchase order) therefore carries this requirement. Each individual contract or release against the purchase order is therefore reviewed in order to determine if there was / is an opportunity for the utilization of MBEs as subcontractors and whether or not the prime / direct vendor awarded each contract or purchase order (release)sought out MBE Subcontractors to perform related services needed.

Note: We would anticipate that at minimum the overall MPA / continuous recruitment etc., either through direct awards or through secondary subcontracts, attain 10% MBE Utilization over time

Question 11: How many carriers does the State currently regulate in the individual and small group health insurance markets?

Answer to question 11: The State of Rhode Island Office of the Health Insurance Commissioner regulates all commercial health insurance issuers doing business in the individual, small employer group, and large employer group markets in Rhode Island. Currently, there is one major issuer doing business in the individual market and three major issuers doing business in the small and large group markets.

Question 12: Does the State use a uniform template for all issuers under its medical rate filing procedure? Does the State intend to retain the internal tools now used to evaluate rate filing information or plan to use the federal template?

Answer to question 12: The State of Rhode Island Office of the Health Insurance Commissioner develops and releases filing instructions for

individual, small employer group, and large employer group rate review process for commercial health insurance issuers in Rhode Island on an annual basis. The 2013 instructions, currently posted on the System for Electronic Rate and Form Filing, require issuers to file both federal and state materials and future instructions will likely require both types of materials to continue to be filed

Question 13: Would the State be willing to negotiate certain terms and conditions in the final contract with a winning bidder, such as a commercially standard limitation of the contractor's liability?

Answer to question 13: No, not at this time; however, the state is willing to revisit the liability requirements to ensure their accuracy. The state will not enter into separate contract negotiations with each vendor.

Question 14: Can you provide some information about the State's decisions related to implementation of the ACA (if known), including (but not limited to) the adoption of the standard age curve, the federal age rating ratio (and how it relates to any other age rating ratios used by the State in the individual or small group health insurance markets), and the potential merger of the individual and small group market risk pools?

Answer to question 14: : The State of Rhode Island Office of the Health Insurance Commissioner has adopted the federal default uniform age rating curve and a three to one age rating ratio for the individual and small employer group markets. Currently, the individual and small group market risk pools are separate.

Question 15: Can you provide general descriptions of the individual and small group health insurance markets in the State of Rhode Island?

Answer to question 15: : Please visit the State of Rhode Island Office of the Health Insurance Commissioner's website at [www.ohic.ri.gov](http://www.ohic.ri.gov) for information about health insurance markets in Rhode Island. The office frequently develops and releases reports on the state's health insurance markets.

Question 16: Section V.7 asks for three (3) references to be provided. If we use a subcontractor, does this requirement mean the subcontractor has to provide three references as well (so that a total of six references would be provided)? Can the prime contractor and subcontractor use one (or more) of the same references (if they worked together before)? If so, will it count as only one, or as one for the primary contractor and one for the subcontractor?

Answer to question 16: Only the prime vendor is required to submit three references.

Question 17: Please provide the RIVIP Bidder Certification Cover Form referenced in Section V.1 of the RFP and the Excel spreadsheet referenced in Section V.8. We were unable to download these documents from the State's website.

Answer to question 17: For help with the website, contact the R.I. VIP Help Desk at (401) 222-3766, as indicated on the website.

Question 18: It is not clear whether the corporate and staff capabilities have to be specific towards the ACA. If the person has these capabilities, does the experience and capacity of the staff that are bid have to be directly tied to experience with the ACA, specific to the particular domain or both?

Answer to question 18: The State would recommend that all interested vendors with minimal experience respond to this solicitation. Vendors with significant ACA experience will be scored higher. It is not necessary that both the vendor and individual staff working for the vendor have ACA-specific experience; however, mini-bids and requests for individual staffing needs may require ACA-specific qualifications or skills.

Question 19: Are 3 resumes per domain required? Can we submit less than 3 per domain? Do the individuals who are identified have to be the ones to complete the work or can staff with similar experience complete the work (anticipating for any staff changes, etc.)?

Answer to question 19: Vendors should submit at least three resumes in total, and *up to* three resumes per domain. One resume may qualify for more than one domain (i.e. both policy analysis and data analysis experience). The resumes are used to demonstrate the capacity the vendor has in this domain. When responding to mini-bids or staffing needs, vendors may provide any individuals that are experienced to meet the stated requirements and deliverables.

Question 20: Can the hourly rate increase over the 2 (possibly 4) years?

Answer to question 20: Please refer to the response to question #2.

Question 21: Will **all** mini-bids be sent out to **all** pre-qualified members?

Answer to question 21: All mini-bids will be sent out to all pre-qualified vendors for the relevant domain(s) to the scope of work.

Question 22: Can we apply for additional domains as new recruitments requests are released?

Answer to question 22: Yes.

Question 23: Are Appendices allowed? Do they count toward the page limit?

Answer to question 23: No appendices will be accepted.

Question 24: Is there a limit on the total number of pages allowed for the application?

Answer to question 24: The cover letter shall not exceed 6 pages. There is no overall page limit.

Question 25: For references, does the Division of Purchasing require a list of references with contact information only, or a narrative reference (e.g. letter of reference)?

Answer to question 25: Contact information is sufficient.

Question 26: Are the references that are required in each domain for the staff who are listed or for the topic/project work of the domain?

Answer to question 26: The staff proposed should align with the domain(s) for which the vendor is applying. The references should be specific to the vendor, not necessarily to the individual staff proposed.

Question 27: Does Division of Purchasing want an hourly rate per staff person or an hourly rate, overall, per domain?

Answer to question 27: The State requests hourly rates as formatted in the excel spreadsheet Appendix B. Vendors should submit an hourly rate for an entry level and senior staff member in each domain for which the vendor applies.

Question 28: If we get on the master list, when an RFP or smaller assignment comes out, will we have additional opportunities to decide whether or not to apply or must we apply in each area that we've proposed?

Answer to question 28: Vendors on the pre-qualified list are not required to submit responses to any mini-bids or requests for resources. Responding to the scope of work will always be at the vendor's discretion.

Question 29: Does the requirement for 3 staff persons pertain to each domain or to each role that is identified within each domain (i.e. can you submit 3 resumes for a business analyst and 3 resumes for the senior business analyst)?

Answer to question 29: The State requests at least three resumes per category, not per role (entry level vs. senior role).

Question 30: In Part V. Submission of Responses for Consideration as a Qualified Service Provider, under the Technical Proposal section, item #5, it states that respondents for sole proprietorships should submit one resume per category and that larger corporations should submit resumes of three current staff per category. Can a larger corporation submit up to three resumes per category or it is required that the entity submit exactly three?

Answer to question 30: Vendors should submit at least three resumes in total, and up to three resumes per category. One resume

may qualify for more than one category (i.e. both policy analysis and data analysis experience).

Question 31: If a Vendor would like to negotiate certain Contract terms and conditions with the State:

- 1) How should a Vendor submit exceptions to the terms and conditions of the RFP and the General Conditions of Purchase?
- 2) When should a Vendor submit such exceptions?

Answer to question 31: Unless expressly provided in the specific provisions of general conditions, there are no exceptions. (i.e. “unless otherwise provided.”)

Question 32: Can the State please provide guidance for marking portions of the proposal as confidential and therefore not subject to disclosure under the Rhode Island Access to Public Records Act, Title 38, Chapter 2 of the General Laws of Rhode Island?

Answer to question 32: The vendor may indicate sections of the proposal it believes is not subject to Public disclosure and cite the specific exemption under RIGL 38-2-2. However, the Division of Purchases will make the final determination of what should not be disclosed.

Question 33: Would the State revise this Section as follows:

“Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery of deliverables have been made and accepted or services performed in full. Payment shall not be due prior to thirty (30) working days following the latest of completion of services, acceptance of deliverables, or the rendering of a properly submitted invoice.”

Answer to question 33: No, The General Conditions of Purchase are not subject to modifications.

Question 34: Please confirm that the retainage mentioned by the State in this Section is the retainage that will be not more than 75% for partially completed deliverables, and the Vendor can then assume that there will be no other retainage to be withheld by the State on a regular basis.

Answer to question 34: Yes.

Question 35: *We have located only one file marked for download for this bid, is that correct?*

Answer to question 35: There should be one PDF document with the Continuous Recruitment plus one excel file with the form for cost



proposal responses, as well as any addendums posted to the Continuous Recruitment.

Question 36: *Is there any way to quantify the extent of the budget allocated to the IT Staffing portion of this project?*

Answer to question 36: No. As this continuous recruitment establishes a list of qualified vendors for potential future work, there are no budgets attached to any potential scope of work from any agency at this time.

Question 37: *What is the date that the State will notify vendors of their selection to the program?*

Answer to question 37: The State will notify vendors expeditiously after the responses have been evaluated. We anticipate the evaluation process to be completed within 6-8 weeks of receiving responses.

Question 38: *Since we are an agency (and not a sole proprietorship as mentioned in #5 of the Technical Proposal listed on page 11) and we are bidding only on the categories listed in Appendix A (fully-loaded flat-rate, hourly fee structure (per category/role)), is it required to complete steps 3-7 of the Technical Proposal?*

Answer to question 38: Yes.

Question 39: Will the State please consider modifying this section as follows:

**Only vendors receiving State Continuous recruitment contracts will be required to have the following Insurance when selected for a fixed-price, not-to-exceed, or staffing contract. Vendors shall procure at their expense and maintain all insurance required in form and terms acceptable to State for the duration of the contract or as otherwise specified.** Before issuance of a Purchase Order Release, vendors are required to provide standard ACORD form type certificates of insurances ~~and any required endorsements acceptable~~ to the State. Vendor shall provide State with replacement Certificate(s) ~~and endorsements~~ upon expiration, renewal, expiration or cancellation of the policies during the term of the contract, unless a longer period is specified. All certificates ~~and endorsements~~ shall reference this continuous recruitment RFP. **Contractor shall require its agents, independent contractors, leased workers, or temporary workers to carry their own insurance at agents', independent contractors', leased workers' and temporary workers' expense.**

Commercial General Liability Insurance: Commercial General Liability Insurance covering bodily injury broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage shall be written on an occurrence basis ~~and shall extend to an agent, independent contractor, temporary worker and a leased worker~~. A combined single limit of \$1,000,000 per occurrence and **general** aggregate is required.

**Business** Auto Liability Insurance: Auto Liability Insurance covering all owned, non-owned or hired vehicles. A combined single limit **per accident or** occurrence of \$1,000,000 will be obtained.

Workers Compensation: Workers Compensation coverage in compliance with the workers' compensation laws of the State. Coverage shall include Employers Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit, \$500,000 each employee.

~~Alternative Employer Endorsement shall be required for both the workers compensation and employers liability policy.~~

Errors and Omissions Liability Insurance: Coverage to include **Contractor's negligent acts**, Errors or Omissions, ~~Product Failure, Security Failure, and~~ Professional Liability ~~and Personal Injury~~. Contractor will obtain Errors and Omissions Liability Insurance with minimum limits of \$1,000,000 per ~~occurrence~~ **claims made basis** and aggregate. ~~Insured will include any individual who is an agent, independent contractor, leased worker or temporary worker while acting within the scope of his or her contract with the named insured on projects under this Continuous Recruitment.~~

~~The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.~~ The duty to indemnify the State under this agreement shall not be limited by the insurance required in this section or in any way limit the Contractor's liability.

The Commercial General Liability Insurance; **and Business** Auto Liability Insurance ~~and the Errors and Omissions Liability Insurance~~ shall include the State, agencies, officers and employees as

Additional Insured **for claims caused by Contractor's negligent acts or omissions** but only with respect to the Contractor's activities under the contract.

The insurance required through a policy or endorsement shall include:

A waiver of subrogation waving any right to recovery the insurance company may have against the State, its agencies, officers and employees **in relation to commercial general liability and business automobile liability**.

A provision that Contractor's insurance coverage shall be primary as respects any insurance, self- insurance or self-insured retention maintained by the State, its agencies, officers and employees. Any insurance, self- insurance or self- insured retention maintained by the State, its agencies, officers and employees shall be in excess of the Contractor's insurance and shall not contribute.

~~There shall be no cancellation, material change, potential exhaustion of aggregate limits or nonrenewal without 30 days written notice from the Contractor or its insurer(s) to the Department of Administration, Division of Information Technology and to the Purchasing Agent. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract shall provide at least 30 days notice of cancellation to the State in the event of insurance cancellation or material change.~~

Insurance coverage required under the contract shall be obtained from insurance companies ~~acceptable to the Purchasing Agent~~ **authorized or licensed to do business in the State.**

The Contractor shall pay all deductibles, self-insured retentions and/or self-insurance ~~included hereunder~~ **that it carries on its insurance policies.** ~~The Contractor shall disclose to the State the amount of any deductible, self-insured retention and/or self-insurance. The State reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance.~~

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. **However any increase to the types or limits shall be subject to negotiations with Contractor.**

Answer to question 39: No, see answer to questions 33.

Question 40: Would the State please modify Sections 6.a to state:

“The State reserves the right to modify the quantity, scope of service, or funding of any contract by written notice to the contractor who will provide the State with a proposal for the modifications. Upon approval of contractor’s proposal, the State and contractor will enter into an amendment to the Contract setting forth the changes to the terms and conditions, including but not limited to, contractor’s modified price for the services and deliverables.”

Would the State please modify Sections 6.c by adding the following to the end:

“and pursuant to a mutually agreed upon amendment to the Contract.”

Answer to question 40: No, see answer to questions 33.

Question 41: Would the State please change the time within which Contractor may cure a non-performance or breach to 30 calendar days instead of 10 working days?

Answer to question 41: No, see answer to questions 33.

Question 42: Would the State please modify this language so that the contractor has the rights to 1) assign Contractor’s rights and/or obligations to affiliates of Contractor and 2) factor or otherwise assign its accounts receivable in connection with the Contract, with prior written notice to the State?

Answer to question 42: No, see answer to questions 33.

Question 43: Will the State agree to limit the State's review in item a to only deliverables provided by the Contractor and to perform such reviews within a time mutually agreed-upon by the State and Contractor?

For item c, will the State agree to a cure period mutually agreed-upon by the State and Contractor?

Answer to question 43: No, see answer to questions 33.

Question 44: Will the State agree to define the standards by which any with holds may be imposed by standards that are mutually agreed-upon by the State and Contractor?

Answer to question 44: No, see answer to questions 33.

Question 45: Will the State please revise this language to limit the Sate's right to deduct claims from invoices under this Contract to only those claims that are directly related to the Contract? Invoices under this Contract should not be adjusted for claims that do not apply to this Contract.

Will the State also modify this language so that the State's right to adjust invoices may only occur with thirty (30) days' prior written notice to the Contractor?

For item a, will the State agree to define the standards by which any damages may be imposed by standards that are mutually agreed-upon by the State and Contractor?

Answer to question 45: No, see answer to questions 33.

Question 46: Will the State confirm that the Insurance requirements in the General Conditions of Purchase are superseded by the insurance requirements specified in the RFP?

Answer to question 46: Yes; the more specific provision in the RFP controls.

Question 47: Will the State consider limiting the cancellation of the Contract under this provision to only effect this Contract and not other Contracts held by the Contractor?

If the State cancels the Contract under this provision, will the State agree to compensate Contractor for any deliverables delivered and services performed prior to cancellation that are not in default?

Answer to question 47: No, see answer to questions 33.

Question 48: Will the State agree to limit Contractor's indemnity to the maximum total amount paid by the State to the Contractor for the twelve-month period immediately prior to the incident giving rise to the cause of action?

Also, will the State agree that the Contractor's obligation to perform under any indemnification clause is contingent upon the State giving the Contractor 1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) reasonable assistance in defending the action?

Answer to question 48: No, see answer to questions 33.

Question 49: Will the State agree that the Contractor will not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld?

Answer to question 49: No, see answer to questions 33.

Question 50: Can the state provide further information as to the circumstances that might apply to this provision? (section 111 p.7 positions for skilled individuals in this group are subject to the state public hearing process....)

Answer to question 50: State law requires that all staff augmentation requests for positions be first approved at public hearing.

Question 51: Is the fully loaded cost to include all of the factor's in the vendor's cost (e.g. facilities, equipment, overhead etc) or does the state anticipate that it will provide any resources (e.g. space, computer) to support a project?

How will additional costs such as travel or other direct costs be treated in this procurement?

Should postage or any particular supplies be built into the cost?

The procurement requests a flat rate, hourly fee structure by role rather than for individuals. Does that mean that a vendor must submit a single rate for a role in a category even if it proposes more than one individual in a role (e.g. for two Program Developers) that have different underlying costs for the vendor? (section V)

Answer to question 51: Fully loaded rates should include all of the factors in the vendor's costs. Travel will not be reimbursed for projects conducted using the skilled individuals compensated at an hourly rate. Responses for bids on fixed price deliverables-based work, however may include additional costs as needed to complete the scope of work (i.e. travel, materials, etc.).

Question 52: In each of the categories the procurement mentions a senior and a more junior role. For a larger corporation resumes for three current staff are requested. Might a bidder propose three senior staff to fill the senior role, rather than a mix? (appendix a)

Answer to question 52: Yes. The vendor must include up to three resumes per domain, regardless of role. See response to question #29.

Question 53: What are the annual billable hours per person, 2,000 or 1,920? Please advise how many days per year the State offices are closed for holidays? (Section V)

Answer to question 53: Billable hours per person may vary by project.

Question 54: Due to the very tight timeframe between submission of questions / receipt of responses from State, and the proposal due date, would the State consider postponing the proposal due date one week to April 16?

Answer to question 54: Vendors must refer to [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to monitor changes in the due date for proposals.

Question 55: Could the State please clarify the definition and requirements of Entry Level vs. Senior Level for each category? (appendix B)

Answer to question 55: The qualifications for each level are described in Appendix A in each category.

Question 56: The Technical Proposal calls for resumes of three current staff per category. Given that each category lists two separate roles (e.g. Analyst and Senior Analyst), does the state seek three resumes per role? Or rather, does the state seek a total of three resumes per category, where, for instance, two resumes are provided for one role and one resume is provided for the other role?

Answer to question 56: See response to question #29.

Question 57: Can the state clarify what is to be included in each cover letter? Will the cover letter include (1) health-related accreditations, achievements, or certifications and (2) three references with contact information, or are those items to be submitted separately from the cover letter?

Answer to question 57: The health-related accreditations, achievements, or certifications and the three references with contact information may be submitted separately from the cover letter.

Question 58: Given that large firms may submit up to three resumes, for positions with two different hourly rates, does the state seek a separate rate for each individual or a weighted average of the two rates?

Answer to question 58: See response to question #27.

Question 59: When hiring staff compensated at an hourly rate, to identify the 10 lowest cost positions, will the state use a weighted average if more than one individual from a firm is proposed for that position?

Answer to question 59: See response to question #27. More than one individual from a firm may be proposed for a given position, but the hourly rate for the “entry level” must be the same for all individuals proposed at that level, and the hourly rate for the “senior level” must be the same for all individuals proposed at that level.

Question 60: For each category in which a firm bids, does the firm need to propose staff for both roles?

Answer to Question 60: See response to question #29.

Question 61: Should vendors identify specific Minority Business Enterprise (MBE) subcontractors when submitting a proposal for this Continuous Recruitment opportunity? If so, should vendors include MBE subcontractors within each of the categories in which we bid?

Answer to Question 61: All procurements are required to have MBE Utilization at a minimum level of 10%. Each individual procurement or contract (purchase order) therefore carries this requirement. Each individual contract or release against the purchase order is therefore reviewed in order to determine if there was / is an opportunity for the utilization of MBEs as subcontractors and whether or not the prime / direct vendor awarded each contract or purchase order (release)sought out MBE Subcontractors to perform related services needed.

Note: We would anticipate that at minimum the overall MPA / continuous recruitment etc., either through direct awards or through secondary subcontracts, attain 10% MBE Utilization over time. Feel free to include examples of MBEs in your response. Please recognize that each mini-bid or staffing solicitation requested over time should meet the 10% requirement in total.